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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JOHN RUSSO,
Plaintiff,
vs.
CITY OF LOS ANGELES, et al.,
Defendants.
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Case No.: 2:24-cv-05841-SVW-JPR
[**PROPOSED**] STIPULATED
PROTECTIVE ORDER
Judge: Hon. Stephen V. Wilson
Magistrate Judge: Hon. Jean P. Rosenbluth
)

1. **INTRODUCTION**

2.1. **PURPOSES AND LIMITATIONS**

3. Discovery in this action may involve production of confidential, proprietary, or
4. private information for which special protection from public disclosure and from use for
5. any purpose other than prosecuting this litigation may be warranted. Accordingly, the
6. Parties hereby stipulate to and petition the Court to enter the following Stipulated
7. Protective Order. The Parties acknowledge that this Order does not confer blanket
8. protections on all disclosures or responses to discovery and that the protection it affords
9. from public disclosure and use extends only to the limited information or items that are
10. entitled to confidential treatment under the applicable legal principles. The Parties further
11. acknowledge, as set forth in Section 12.3 below, that this Order does not entitle them to
12. file Confidential Information under seal; Civil Local Rule 79-5 sets forth the procedures
13. that must be followed and the standards that will be applied when a Party seeks
14. permission from the Court to file material under seal.

15.2. **GOOD CAUSE STATEMENT**

16. Good cause exists for this protective order because this case necessarily involves
17. sensitive peace officer personnel records, which are confidential and privileged under state
18. law. *See Pitchess v. Superior Ct.*, 11 Cal.3d 531 (1979). A protective order will ensure
19. proper use of these sensitive records, balancing Plaintiff's right of access to records
20. relevant to his claims with Defendant's interest in maintaining the privacy of current and
21. former law enforcement officers' records. Good cause also exists for this protective order
22. to ensure that only those records which are relevant and proportional to the needs of
23. Plaintiff's case and/or Defendant's defenses are used in this litigation; and that Defendant
24. will not be unduly burdened in its effort to safeguard sensitive information. The
25. protective order will curtail improper uses of law enforcement personnel records and
26. ensure that the records of witnesses, who are still employed by Defendant, are able to
27. perform their jobs and ensure public safety without risk that they will suffer annoyance,
28. embarrassment, or oppression.

1 2. **DEFINITIONS**

2 2.1 **Action**: this pending federal lawsuit, docketed at *John Russo v. City of Los*
3 *Angeles*, Case No. 2:24-cv-05841-SVW-JPR.

4 2.2 **Related Action**: the federal lawsuits, docketed at *David Craig v. City of*
5 *Los Angeles*, Case No. 2:23-cv-06581-SVW-JPR; *Julius Guay v. City of Los Angeles*,
6 Case No. 2:24-05839-SVW-JPR; and *Joseph Vigueras v. City of Los Angeles*, Case No.
7 2:24-cv-05844-SVW-JPR.

8 2.3 **Challenging Party**: a Party or Nonparty that challenges the designation
9 of information or items under this Order.

10 2.4 **“CONFIDENTIAL” Information or Items**: information (regardless of
11 how it is generated, stored, or maintained) or tangible things that qualify for protection
12 under Federal Rule of Civil Procedure 26(c) and as specified above in the Good Cause
13 Statement.

14 2.5 **Counsel**: Plaintiff’s Counsel of Record and the Counsel from the Los
15 Angeles City Attorney’s Office (as well as their support staff and any Outside Counsel of
16 Record that may be retained during the course of the litigation).

17 2.6 **Designating Party**: a Party or Nonparty that designates information or items
18 that it produces in disclosures or in responses to discovery as “CONFIDENTIAL.”

19 2.7 **Disclosure or Discovery Material**: all items or information, regardless of
20 the medium or manner in which it is generated, stored, or maintained (including, among
21 other things, testimony, transcripts, and tangible things), that are produced or generated in
22 disclosures or responses to discovery in this matter.

23 2.8 **Expert**: a person with specialized knowledge or experience in a matter
24 pertinent to the litigation who has been retained by a Party or its counsel to serve as an
25 expert witness or as a consultant in this Action.

26 2.9 **Nonparty**: any natural person, partnership, corporation, association, or
27 other legal entity not named as a Party to this Action.

28 2.10 **Outside Counsel of Record**: attorneys who are not employees of a

1 Party to this Action but are retained to represent or advise a Party and have appeared
2 in this Action on behalf of that Party or are affiliated with a law firm that has
3 appeared on behalf of that Party, including support staff, or the Los Angeles City
4 Attorney's Office and its support staff.

5 2.11 **Party:** any Party to this Action, including all of its officers, directors,
6 employees, consultants, retained experts, and Outside Counsel of Record (and their
7 support staffs).

8 2.12 **Producing Party:** a Party or Nonparty that produces Disclosure or
9 Discovery Material in this Action.

10 2.13 **Professional Vendors:** persons or entities that provide litigation support
11 services (for example, photocopying, videotaping, translating, preparing exhibits or
12 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
13 their employees and subcontractors.

14 2.14 **Protected Material:** any Disclosure or Discovery Material that is designated
15 as "CONFIDENTIAL."

16 2.15 **Receiving Party:** a Party that receives Disclosure or Discovery Material
17 from a Producing Party.

18 3. **SCOPE**

19 The protections conferred by this Stipulation and Order cover not only Protected
20 Material (as defined above) but also any information copied or extracted from Protected
21 Material; all copies, excerpts, summaries, or compilations of Protected Material; and any
22 testimony, conversations, or presentations by Parties or their Counsel that might reveal
23 Protected Material. Any use of Protected Material at trial will be governed by the orders of
24 the trial judge. This Order does not govern the use of Protected Material at trial.

25 4. **DURATION**

26 Even after final disposition of this litigation, the confidentiality obligations imposed
27 by this Order will remain in effect until a Designating Party agrees otherwise in writing
28

1 or a court order otherwise directs. Final disposition is the later of (1) dismissal of all
2 claims and defenses in this Action and all Related Actions, with or without prejudice, or
3 (2) final judgment after the completion and exhaustion of all appeals, re-hearings,
4 remands, trials, or reviews of this Action and all Related Actions, including the time limits
5 for filing any motions or applications for extension of time under applicable law.

6 **5. DESIGNATING PROTECTED MATERIAL**

7 5.1 Each Party or Nonparty that designates information or items for protection
8 under this Order must take care to limit any such designation to specific material that
9 qualifies under the appropriate standards. To the extent practicable, the Designating Party
10 must designate for protection only those parts of material, documents, items, or oral or
11 written communications that qualify so that other portions of the material, documents,
12 items, or communications for which protection is not warranted are not swept
13 unjustifiably within the ambit of this Order.

14 If it comes to a Designating Party's attention that information or items it designated
15 for protection do not qualify for that level of protection, that Designating Party must
16 promptly notify all other Parties that it is withdrawing the inapplicable designation.

17 5.2 Except as otherwise provided in this Order, Disclosure or Discovery Material
18 that qualifies for protection under this Order must be clearly so designated before the
19 material is disclosed or produced.

20 Designation in conformity with this Order requires the following:

21 (a) for information in documentary form (for example, paper or electronic
22 documents but excluding transcripts of depositions or other pretrial or trial proceedings),
23 the Producing Party must affix at a minimum the legend "CONFIDENTIAL" to each page
24 that contains Protected Material. If only a portion or portions of the material on a page
25 qualify for protection, the Producing Party should to the extent practicable clearly identify
26 the protected portion(s) (for example, by making appropriate markings in the margins).

27 A Party or Nonparty that makes original documents available for inspection need
28 not designate them for protection until after the inspecting Party has indicated which

1 documents it would like copied and produced. During the inspection and before the
2 designation, all material made available for inspection must be treated as
3 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants
4 copied and produced, the Producing Party must determine which documents, or portions
5 thereof, qualify for protection under this Order. Then, before producing the specified
6 documents, the Producing Party must affix the “CONFIDENTIAL” legend to each page
7 that contains Protected Material. If only a portion or portions of the material on a page
8 qualify for protection, the Producing Party should to the extent practical clearly identify
9 the protected portion(s) (for example, by making appropriate markings in the margins).

10 (b) for testimony given in depositions, the Designating Party must identify the
11 Disclosure or Discovery Material that is protected on the record, before the close of the
12 deposition.

13 (c) for information produced in some form other than documentary and for any
14 other tangible items, the Producing Party must affix in a prominent place on the exterior
15 of the container or containers in which the information is stored the legend
16 “CONFIDENTIAL.” If only a portion or portions of the information warrant protection,
17 the Producing Party, to the extent practicable, must identify the protected portion(s).

18 5.3 If timely corrected, an inadvertent failure to designate qualified information
19 or items does not, standing alone, waive the Designating Party’s right to secure protection
20 under this Order for that material. On timely correction of a designation, the Receiving
21 Party must make reasonable efforts to assure that the material is treated in accordance with
22 the provisions of this Order.

23 5.4 Unless the confidentiality designation explicitly states that the Protected
24 Material may be used in one or more of the Related Actions, the bare designation of
25 “CONFIDENTIAL” indicates that Protected Material may only be used in this Action.

26 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

27 6.1 Any Party or Nonparty may challenge a designation of confidentiality
28 at any time consistent with the Court’s scheduling order.

1 6.2 The Challenging Party must initiate the dispute-resolution process (and, if
2 necessary, file a discovery motion) under Local Rule 37.

3 6.3 The burden of persuasion in any such proceeding is on the Designating Party.
4 Frivolous challenges, and those made for an improper purpose (for example, to harass or
5 impose unnecessary expenses and burdens on other parties), may expose the Challenging
6 Party to sanctions. Unless the Designating Party has waived or withdrawn the
7 confidentiality designation, all parties must continue to afford the material in question the
8 level of protection to which it is entitled under the Producing Party's designation until the
9 Court rules on the challenge.

10 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

11 7.1 A Receiving Party may use Protected Material that is disclosed or produced
12 by another Party or by a Nonparty in connection with this Action only for prosecuting,
13 defending, or attempting to settle this Action. Such Protected Material may be disclosed
14 only to the categories of people and under the conditions described in this Order. When
15 the Action has been terminated, a Receiving Party must comply with the provisions of
16 Section 13 below (FINAL DISPOSITION).

17 Protected Material must be stored and maintained by a Receiving Party at a location
18 and in a manner sufficiently secure to ensure that access is limited to the people
19 authorized under this Order.

20 7.2 Unless the confidentiality designation explicitly states that the Protected
21 Material may be used in one or more of the Related Actions, a Party's use of records
22 designated as "CONFIDENTIAL" is limited to its prosecution, defense, or attempts to
23 settle this Action.

24 A Receiving Party seeking to use any record designated as "CONFIDENTIAL" in a
25 Related Action, which does not explicitly state that the designation extends to use in the
26 Related Actions, must affirmatively seek the Designating Party's permission in writing. If
27 the Designating Party declines to permit use of the Protected Material in a Related Action,
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1 the Receiving Party may petition the Court for extended use of the Protected Material
2 using the process described in Section 6 above.

3 7.3 Unless otherwise ordered by the Court or permitted in writing by the
4 Designating Party, a Receiving Party may disclose any information or item designated
5 “CONFIDENTIAL” only to the following people:

6 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
7 employees of that Outside Counsel of Record to whom it is reasonably necessary to
8 disclose the information for this Action;

9 (b) the officers, directors, and employees (including Counsel) of the Receiving
10 Party to whom disclosure is reasonably necessary for this Action;

11 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure
12 is reasonably necessary for this Action and who have signed the “Acknowledgment and
13 Agreement to Be Bound” (Exhibit A);

14 (d) the Court and its personnel;

15 (e) court reporters and their staff;

16 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
17 to whom disclosure is reasonably necessary for this Action and who have signed the
18 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

19 (g) the author or recipient of a document containing the information or a
20 custodian or other person who otherwise possessed or knew the information;

21 (h) during their depositions, witnesses and attorneys for witnesses to whom
22 disclosure is reasonably necessary, provided that the deposing party requests that the
23 witness sign the form attached as Exhibit A hereto and the witnesses will not be permitted
24 to keep any confidential information unless they sign the form, unless otherwise agreed by
25 the Designating Party or ordered by the Court. Pages of transcribed deposition testimony
26 or exhibits to depositions that reveal Protected Material may be separately bound by the
27 court reporter and may not be disclosed to anyone except as permitted under this Order;

1 (i) any mediator or settlement officer, and their supporting personnel, mutually
2 agreed on by any of the Parties engaged in settlement discussions or appointed by the
3 Court; and

4 (j) if the confidentiality designation indicates that the Protected Material may be
5 used in one or more of the Related Actions, any of the persons or entities described in
6 section 7.3(a)-(i) pertaining to the Related Action(s).

7 **PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**
8 **OTHER LITIGATION**

9 If a Party is served with a subpoena or a court order issued in other litigation that
10 compels disclosure of any information or items designated in this Action as
11 “CONFIDENTIAL,” that Party must:

12 (a) promptly notify in writing the Designating Party. Such notification must
13 include a copy of the subpoena or court order unless prohibited by law;

14 (b) promptly notify in writing the party who caused the subpoena or order to
15 issue in the other litigation that some or all of the material covered by the subpoena or
16 order is subject to this Protective Order. Such notification must include a copy of this
17 Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be pursued by
19 the Designating Party whose Protected Material may be affected. If the Designating Party
20 timely seeks a protective order, the Party served with the subpoena or court order should
21 not produce any information designated in this Action as “CONFIDENTIAL” before a
22 determination on the protective-order request by the relevant court unless the Party has
23 obtained the Designating Party’s permission. The Designating Party bears the burden and
24 expense of seeking protection of its Confidential Material, and nothing in these provisions
25 should be construed as authorizing or encouraging a Receiving Party in this Action to
26 disobey a lawful directive from another court.

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1 **9. A NONPARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED**
2 **IN THIS LITIGATION**

3 (a) The terms of this Order are applicable to information produced by a Nonparty
4 in this Action and designated as "CONFIDENTIAL." Such information is protected by the
5 remedies and relief provided by this Order. Nothing in these provisions should be
6 construed as prohibiting a Nonparty from seeking additional protections.

7 (b) In the event that a Party is required by a valid discovery request to produce a
8 Nonparty's Confidential Information in its possession and the Party is subject to an
9 agreement with the Nonparty not to produce the Nonparty's Confidential Information,
10 then the Party must:

11 (1) promptly notify in writing the Requesting Party and the Nonparty that some
12 or all of the information requested is subject to a confidentiality agreement with a
13 Nonparty;

14 (2) promptly provide the Nonparty with a copy of this Order, the relevant
15 discovery request(s), and a reasonably specific description of the information requested;
16 and

17 (3) make the information requested available for inspection by the Nonparty, if
18 requested.

19 (c) If the Nonparty fails to seek a protective order within 21 days of receiving the
20 notice and accompanying information, the Receiving Party may produce the Nonparty's
21 Confidential Information responsive to the discovery request. If the Nonparty timely seeks
22 a protective order, the Receiving Party must not produce any information in its possession
23 or control that is subject to the confidentiality agreement with the Nonparty before a
24 ruling on the protective-order request. Absent a court order to the contrary, the Nonparty
25 must bear the burden and expense of seeking protection of its Protected Material.

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1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this Order,
4 the Receiving Party must immediately notify the Designating Party in writing of the
5 unauthorized disclosures, use its best efforts to retrieve all unauthorized copies of the
6 Protected Material, inform the person or people to whom unauthorized disclosures were
7 made of the terms of this Order, and ask that person or people to execute the
8 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

9 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
10 **PROTECTED MATERIAL**

11 When a Producing Party gives notice to Receiving Parties that certain inadvertently
12 produced material is subject to a claim of privilege or other protection, the obligations of
13 the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B).

14 **12. MISCELLANEOUS**

15 12.1 Nothing in this Order abridges the right of any person to seek its modification
16 by the Court.

17 12.2 By stipulating to the entry of this Order, no Party waives any right it
18 otherwise would have to object to disclosing or producing any information or item on any
19 ground not addressed in this Order. Similarly, no Party waives any right to object on any
20 ground to use in evidence of any of the material covered by this Order.

21 12.3 A Party that seeks to file under seal any Protected Material must comply with
22 Civil Local Rule 79-5. Protected Material may be filed under seal only pursuant to a court
23 order authorizing the sealing of the specific Protected Material at issue. If a Party's request
24 to file Protected Material under seal is denied, then the Receiving Party may file the
25 information in the public record unless otherwise instructed by the Court.

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1 13. **FINAL DISPOSITION**

2 After the final disposition of this Action and all Related Actions, as defined in
3 paragraph 4, within 60 days of a written request by the Designating Party, each Receiving
4 Party must return all Protected Material to the Producing Party or destroy such material.
5 As used in this subdivision, “all Protected Material” includes all copies, abstracts,
6 compilations, summaries, and any other format reproducing or capturing any of the
7 Protected Material. Whether the Protected Material is returned or destroyed, the Receiving
8 Party must submit a written certification to the Producing Party (and, if not the same
9 person or entity, to the Designating Party) by the 60-day deadline that identifies (by
10 category, when appropriate) all the Protected Material that was returned or destroyed and
11 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
12 summaries, or any other format reproducing or capturing any of the Protected Material.
13 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
14 pleadings; motion papers; trial, deposition, and hearing transcripts; legal memoranda;
15 correspondence; deposition and trial exhibits; expert reports; attorney work product; and
16 consultant and expert work product even if such materials contain Protected Material. Any
17 such archival copies that contain or constitute Protected Material remain subject to this
18 Order as set forth in Section 4 (DURATION).

19 14. **SANCTIONS**

20 Any willful violation of this Order may be punished by civil or criminal contempt,
21 financial or evidentiary sanctions, reference to disciplinary authorities, or other
22 appropriate action at the discretion of the Court.

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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3 DATED: February 21, 2025 By: */S/ Brian Lawler*
4 **BRIAN J. LAWLER**
5 Attorney for Plaintiff John Russo

6 DATED: February 21, 2025 HYDEE FELDSTEIN SOTO, City Attorney
7 DENISE MILLS, Chief Deputy City Attorney
8 KATHLEEN KENEALY, Chief Assistant City Attorney
9 ANETA FREEMAN, Managing Assistant City Attorney
M. AARON NEISHLOS, Deputy City Attorney

10 By: 
11 **M. AARON NEISHLOS**
12 Deputy City Attorney
13 Attorneys for Defendant City of Los Angeles

14 Pursuant to Local Rule 5-4.3.4(a)(2)(i), the filer attests that all other signatories
15 listed, and on whose behalf this filing is submitted, concur in the filing's content and have
16 authorized the filing.

17
18 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**
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20
21 DATED: 2/26/2025 By: 
22 The Honorable Jean P. Rosenbluth
23 United States Magistrate Judge
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27
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____
address], declare under penalty of perjury that I have read in its entirety and
stand the Stipulated Protective Order that was issued by the U.S. District Court for
entral District of California on [date] in the case of _____ [insert case name
number]. I agree to comply with and to be bound by all terms of this Stipulated
Protective Order, and I understand and acknowledge that failure to so comply could
subject me to sanctions and punishment, including contempt. I solemnly promise that I
will not disclose in any manner any information or item that is subject to this Stipulated
Protective Order to any person or entity except in strict compliance with the provisions of
this Order.

I further agree to submit to the jurisdiction of the U.S. District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date:

City and State where signed:

Printed name:

Signature: _____